

# Exhibit 4

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1 IN THE UNITED STATES BANKRUPTCY COURT  
2 FOR THE DISTRICT OF DELAWARE  
3 In Re: Chapter 11  
4 Case No.  
5 01-01139 JKF  
6 W.R. Grace & Co., et al.,  
7 Debtors. (Jointly Administered)

8 \* \* \* CONFIDENTIAL \* \* \*

9 May 13, 2009

10 DEPOSITION of RICHARD FINKE, held  
11 at the offices of Kirkland & Ellis, 655  
12 Fifteenth Street, N.W., Washington, DC,  
13 commencing at 9:32 A.M., on the above  
14 date, before Lisa Lynch, a Registered  
15 Merit Reporter, New Jersey Certified Court  
16 Reporter, License No. XI00825, and  
17 Certified Realtime Reporter

18 MAGNA LEGAL SERVICES, LLP  
19 7 Penn Center, 8th Floor  
20 1635 Market Street  
21 Philadelphia, PA 19103

0002

1 A P P E A R A N C E S:

2 DRINKER BIDDLE & REATH, LLP  
3 BY: MICHAEL F. BROWN, ESQUIRE  
4 One Logan Square  
5 18th and Cherry Streets  
6 Philadelphia, Pennsylvania 19103-6996  
7 (brownmf@dbi.com)  
8 Representing OneBeacon America Insurance  
9 Company, Seaton Insurance Company,  
10 Government Employees Insurance Company,  
11 Columbia Insurance Company f/k/a Republic  
12 Insurance Company

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18 202.862.7801  
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20 Representing Grace, Official Committee of  
21 Asbestos Personal Injury Claimants ("ACC")

22 KIRKLAND & ELLIS, LP  
23 BY: BARBARA M. HARDING, ESQUIRE  
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6 Q. So is it your testimony on  
7 behalf of Grace that the claim I've  
8 described, running from the insurers  
9 against Fresenius, that is in fact an  
10 indirect PI Trust claim?

11 MS. HARDING: Object to  
12 form.

13 MR. LIESEMER: Object to  
14 form.

15 A. That is my view, yes.

16 Q. Is it also your view that  
17 that claim would be an indemnified insurer  
18 TDP claim as described in Section 5.13 of  
19 the TDP?

20 MS. HARDING: Same  
21 objection.

22 MR. LIESEMER: Object to  
23 form.

24 A. Yes, it does appear to fit

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1 the definition or description of an  
2 indemnified insured TDP claim.

3 Q. Okay. Let me ask you this  
4 then: what is the operative injunction in  
5 the Plan that accomplishes both the  
6 enjoining and channeling of the claim that  
7 we're talking about; namely, a claim for  
8 contractual indemnity running from the  
9 insurers against Fresenius Medical Care  
10 Holdings, Inc.?

11 A. The --

12 MS. HARDING: Object to  
13 form.

14 MR. LIESEMER: Object to  
15 form.

16 A. The asbestos PI channeling  
17 injunction.

18 Q. Does the successor claims  
19 injunction in the Plan also enjoin the  
20 claim?

21 MR. LIESEMER: Object to  
22 form.

23 MS. HARDING: Object to  
24 form to the extent we're still

0113  
1 talking about the hypothetical.

2 A. No, I don't believe so.

3 Q. All right, I want to ask  
4 you now, Mr. Finke, a sort of more broad  
5 question. Class 6 includes, among other  
6 things, individual asbestos claimants'  
7 claims against Grace, correct?

8 MS. HARDING: Object to  
9 form.

10 MR. LIESEMER: Join.

11 A. Did you say asbestos claims  
12 or asbestos PI claims?

13 Q. I'm using it generically.  
14 Fair enough, that's a fair -- the  
15 purpose -- Grace has been sued in a number  
16 of asbestos personal injury claims,  
17 correct?

18 A. Yes.